



Terms and Conditions of Business

This agreement creates a contractual arrangement between ClaimWise UK Limited trading as ClaimWise, Third Floor, Langdon House, Langdon Road, Swansea, SA1 8QY (hereafter referred to as “We” or “Us”) and the individual who signs this agreement (hereafter referred to as “You” or the “Client”). We will advise, investigate and represent you to lodge a claim on your behalf against a lender for a potential mis-sold motor finance claim.

ClaimWise is a claims management company. You appoint us under this agreement as your exclusive agent for the provision of pursuing a motor finance claim for you.

This agreement has been constructed in accordance with English and Welsh contract law. Both parties submit to the exclusive jurisdiction of the English and Welsh courts to resolve any legal disputes that arise under this agreement.

These terms and conditions of Business will also be available from our website.

ClaimWise is authorised and regulated by the Financial Conduct Authority, FRN 1053706.

1. Definitions

‘Lender’ The Client’s Motor Finance Provider to whom the Letter of Authority (LOA) is addressed.

‘Claim(s)’ means a request for compensation or redress against a mis-sold motor finance agreement.

‘Redress/Settlement/Offer/Compensation’ Any sums offered, paid or given in respect of a settlement, goodwill gesture, redress or compensation made by the third party in part or in full.

‘Letter of Authority’ The document to be sent to the third party providing your authority for the firm to act on your behalf.

‘FOS’ means the Financial Ombudsman Service (hereafter referred to as the “FOS”).

‘FCA’ means the Financial Conduct Authority

2. Contact Details

We can be contacted using the following contact details:

Post: Third Floor, Langdon House, Langdon Road, Swansea, SA1 8QY

Telephone: 01792 804547

Email: info@claimwise.org.uk

3. Duration

Unless you cancel or terminate the agreement with us it shall persist until the settlement of the claim(s).



Where the claim is rejected by a third party and/or a Statutory Ombudsman (the Financial Ombudsman Service) this agreement shall persist to enable us to rely on this agreement to contact the client under the contract lawful basis of the UK General Data Protection Regulation.

4. Services

The services that we as a firm will provide are as follows (with operational oversight by Jamal Furreed, our SMF29-approved Senior Manager):

- 4.1 Undertake a soft credit search to establish that you have taken out motor finance with a lender between 6 April 2007 and 1 November 2024. The search will be undertaken by Valid8 who have the relevant FCA permission to undertake such a search. A soft credit search does not impact your credit score or your availability to obtain credit. (Where you do not provide permission for a soft credit check we will consider if we are able to request a DSAR (Data Subject Access Request) from your lender.
- 4.2 The information will be collated and reviewed, we will seek to identify if a claim, ascertain the basis of a claim and investigate the merits of the claim.
- 4.3 Where a claim can be identified, we will inform you of this before presenting the claim to the lender.
- 4.4 Submit a claim to the lender (s) on your behalf.
- 4.5 Liaise with the lender (s) post submission of the claim where necessary until settlement of the claim.
- 4.6 Liaise with the lender (s) post-submission of the claim(s) to obtain further information where required and to communicate material developments about the claim(s) until settlement.
- 4.7 Advise you about any particular steps that are required to be taken at particular stages of the claim(s) process. This includes advising you about the possibility of escalating the complaint to a statutory ombudsman i.e. The Financial Ombudsman Service if rejected by the lender.
- 4.8 Our service does not extend to representing you in court.

5. Success Fees

We operate on a No Win No Fee basis which means that if your claim is not successful you will not pay us a fee for the service, we have provided to you. Termination after the 14-day cancellation period is dealt with in section 11 below.

We will only charge you a fee if your claim is successful, if your claim is unsuccessful, you pay us £0.

If your claim is successful, we will charge you a fee of 25% of any compensation awarded (inclusive of VAT, currently at 20%). Our fee is subject in all cases to the FCA Fee Cap set out in



CMCOB 5.2.3R, which automatically applies whichever is lower of the maximum percentage rate or maximum total charge for the relevant band. The customer will only be charged a fee if their claim is successful. The FCA has confirmed in Policy Statement PS26/3 (March 2026) that the average redress per eligible motor finance agreement is £829.

Below are worked examples that illustrate how our fee is applied for any offer of compensation offered:

| Fee Band & Compensation Range | Example Compensation | Max % Fee/ Total Charged Allowed | Fee | VAT | You receive |
|-------------------------------|----------------------|----------------------------------|-----------|---------|-------------|
| 1 £1 - 1,499 | £829 | 30% / £420 | £172.71 | £34.54 | £621.75 |
| 2 £1,500 - £9,999 | £5,000 | 28% / £2,800 | £1,041.67 | £208.33 | £3,750 |
| 3 £10,000 - £24,999 | £15,000 | 25% / £6,250 | £3,125 | £625 | £11,250 |
| 4 £25,000 - £49,999 | £30,000 | 20% / £10,000 | £5,000 | £1,000 | £24,000 |
| 5 £50,000 + | £60,000 | 15% / £10,000 | £7,500 | £1,500 | £51,000 |

Our fee is based on the **gross** amount of compensation awarded. **The fee illustrations are not to be taken as an estimate of the amount likely to be recovered for you.** Our fee(s) will reduce the amount of cash in hand compensation you will retain. If you have any outstanding liabilities with the firm whom the claim is to be made any damages, compensation or settlement monies might, in certain circumstances be off set against those outstanding liabilities and you will where necessary need to pay our fee(s) from your own funds.

Our fee(s) become due and payable within 7 working days from when the client is in receipt of payment of redress/compensation from the third party.

6. Client Obligations

You make the following undertaking by entering into this agreement:

- 6.1 To provide us with all documentation that we may need to pursue the claim(s) on your behalf. This includes documentation showing the third party and you had a relationship and any documentation that supports the alleged wrongdoing.
- 6.2 To be truthful and honest in all dealing with us.
- 6.3 To fully co-operate with us to enable us to provide our claims management service to you.



- 6.4 To notify us prior to entering into this agreement whether you have alternative means of pursuing a claim.
- 6.5 To notify us prior to entering into this agreement whether you have any outstanding liabilities owed to the third party.
- 6.6 To notify us if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:
 - a) Have ever been declared bankrupt
 - b) Are subject to a bankruptcy petition
 - c) Are subject to or have ever been subject to an individual voluntary arrangement
 - d) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors
 - e) Are currently subject to, or have ever been subject to a debt relief order; or
 - f) Are or have ever been subject to any other similar process or arrangement which is similar to those listed above, including but not limited to sequestration.
- 6.7 To communicate all relevant information to us as promptly as possible.
- 6.8 To respond to our information requests as promptly as possible.
- 6.9 Forward to us correspondence from the lender(s) that relate to the claim(s) as promptly as possible.
- 6.10 To notify us when an offer of redress/compensation is made by a lender
- 6.11 To notify us when in receipt of redress/compensation paid by a lender
- 6.12 To make payment of our Success Fee when it falls due in accordance with this agreement.
- 6.13 If you are unable to pay our success fee, we ask that you contact us to discuss this, we may be able to offer a repayment plan.

7. Firm Obligations

- 7.1 To exercise due skill, care and diligence in providing the claims management services under this agreement. Notwithstanding, we do not guarantee the client a successful claim;
- 7.2 To keep you/the client informed about the progress of the claim;
- 7.3 To communicate to the client information received by Us on behalf of the client from the lender(s) for the attention of the client as promptly as possible and, in any event within 10 working days.
- 7.4 To communicate information received by the client for the attention of third parties such as a respondent as promptly as possible and, in any event, within 10 working days;
- 7.5 To act in the best interests of the client; and
- 7.6 To be truthful and honest in all its dealings with the client.
- 7.7 **To communicate further information relevant to the FCA's Motor Finance Consumer Redress Scheme (PS26/3, published 30 March 2026). The Scheme sets out how eligible motor finance complaints are to be handled and resolved by lenders. You should be aware that the FCA's scheme is free to use and you can choose to participate directly without using a claims management company.**



8. Right to Shop Around

You do not need to use a claims management company to check if your motor finance was mis-sold to you. You can do this yourself for free by making a claim directly to your finance provider; if unsuccessful, you can escalate your claim to the Financial Ombudsman Service (FOS). You can also use the FCA's Motor Finance Consumer Redress Scheme (PS26/3), confirmed by the FCA on 30 March 2026.

9. Complaints

Our aim to provide the highest possible level of service to all customers. If You are unhappy with any aspect of the service, then please raise Your concern with Us immediately. We operate a complaints procedure in accordance with rules set by the Financial Conduct Authority which are designed to help Us to resolve any complaint You may have as quickly as possible. A copy of the complaints procedure is available from our website, or you can request one from us. You have the right to refer Your complaint to the Financial Ombudsman Details of which can be found at www.financial-ombudsman.org.uk/

10. Cancellation

10.1 The client can cancel this agreement at any time within 14 days without giving any reason and without incurring any liability.

10.2 The client can communicate their cancellation by telephone, in writing, in person, or by email or can use the cancellation form appended to this agreement or available from our website. If posting a letter of cancellation, we recommend sending it by recorded delivery, but this is not obligatory.

10.3 To meet the cancellation deadline, it is sufficient for the client to send communication concerning the exercise of the right to cancel before the cancellation period has expired.

11. Termination

11.1 You can terminate this agreement at any time after the 14 days cancellation period.

11.2 If you terminate after the 14-day cancellation period, fees may apply in accordance with CMC0B 6.2, reflecting reasonable work undertaken by ClaimWise up to the point of termination. You may terminate by telephone, email, post or in person. We recommend that any written confirmation is sent by recorded delivery, but this is not obligatory.

12 Financial Ombudsman Service

We are subject to the Financial Ombudsman's Service jurisdiction. Further information can be found via their website: www.financialombudsman.org.uk



13 Risks

These are the following risks involved in making a claim:

13.1 The possibility of not recovering any cash in hand redress but becoming liable to pay our fees;

13.2 The possibility, in the case of legal action, of attending Court and giving evidence;

13.3 If you have outstanding liabilities with the third party there is a possibility that any compensation/redress will be off set against those outstanding liabilities, and the client may still be liable to pay our service fees from own funds

13.4 If you reside in Great Britain or in another jurisdiction have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement the compensation/redress might, in certain circumstances be off-set against your outstanding debts; and you will, where necessary, may still be liable to pay our service fees from own funds.

13.5 In the unlikely event that you are required to purchase a legal expenses insurance policy we will provide notice to you that this is required and whether you will be liable for any shortfall in recoverable costs or premiums from the third party against whom the claim is to be made.

14 Exclusions

14.1 We exclude liability to you for any tax liability incurred due to your failure to pay tax on the compensation/redress received. It is your responsibility to fulfil their personal tax obligations. Professional financial advice should be sought by the client if in doubt of their tax obligations.

14.2 Nothing in this agreement shall exclude the liability in the event of death or personal injury to you resulting from an act or omission of the Firm.

14.3 Neither party shall be liable for a breach of this agreement by failing to perform their obligations under this agreement due to force majeure or any unforeseeable circumstances outside the control of the affected party.

Declaration

I agree and accept to be bound by the terms of this agreement, and this shall be evidenced by the below signature:

| | |
|------------|--|
| Full Name: | |
| Signature: | |
| Date: | |

Customer Acknowledgement



A separate Customer Acknowledgement document is provided alongside this agreement, as required by CMCOB 4.3.1R(1A). That document records your acknowledgement that you can pursue your claim for free directly with your lender, via the Financial Ombudsman Service, or via the FCA's Motor Finance Consumer Redress Scheme (PS26/3), and your reason for choosing to instruct ClaimWise instead. You must sign that standalone Customer Acknowledgement before this Terms of Business agreement takes effect.